

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
McALLEN DIVISION

CLAUDIA MARTINEZ,
INDIVIDUALLY AND AS NEXT
FRIEND OF A. M., A MINOR

VS.

JAMES PONCE, Ed.D.,
INDIVIDUALLY AND AS
SUPERINTENDENT OF MCALLEN
ISD, JULIA ANICETO, INDIVIDUALLY
AND MCALLEN INDEPENDENT
SCHOOL DISTRICT

CASE NO. 7:10-cv-00046

JUDGMENT

~~BE HEARD BY THE COURT~~
Having come
on to be heard the above entitled and numbered cause, wherein **CLAUDIA MARTINEZ**, Individually and as Next Friend of **ALEJANDRO MARTINEZ**, a Minor, (hereinafter referred to as Plaintiff) is Plaintiff, and **McALLEN INDEPENDENT SCHOOL DISTRICT**, **JAMES PONCE, ED.D.**, Individually and as Superintendent of McAllen Independent School District, **JULIA ANICETO** and **PASQUAL MENDOZA**, (hereinafter referred to as Defendant) is Defendant.

CLAUDIA MARTINEZ, Individually and as Next Friend of **ALEJANDRO MARTINEZ**, a Minor, appeared in person and by her attorney. **McALLEN INDEPENDENT SCHOOL DISTRICT**, **JAMES PONCE, ED.D.**, Individually and as Superintendent of McAllen Independent School District, **JULIA ANICETO** and **PASQUAL MENDOZA** appeared by and through their attorneys of record.

All parties thereupon announced in open Court that they had agreed, subject to the approval of the Court, to settle and compromise all matters in dispute and at issue between them for the total consideration of **FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00)** and other good and valuable consideration, to be paid in the manner and amounts as hereinafter set out. For the purpose of determining the fairness of the

Compromise and Settlement Agreement, the Court proceeded to hear the evidence of the Parties.

After considering the pleadings, evidence and arguments of counsel, the Court is of the opinion and ~~finds~~ ^{Upon the representation and requests of the Parties} that the Compromise and Settlement Agreement entered into

herein is a settlement of all of **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, claims, demands and causes of action hereby in all things approved, and incorporated herein as if fully set forth. ^{and is upon the agreement and request of the Parties}

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court ^{Upon agreement and request of the Parties} that the Defendant pay for the benefit of **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, the total sum of **FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$15,000.00)**, to be paid as follows:

- A. The sum of **\$6,691.75** covered under the terms of this Agreement, is to be paid to **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, and her attorney **ROBERT D. PUENTE**, for full release and in complete release, discharge and acquittal of any and all claims and causes of action of **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, or any of them, of any kind, known or unknown, currently existing or that might arise hereafter, and for all future medical aid, psychiatric and/or psychological services, medicine, liens, and any other medical expenses of any nature **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, or any of them, may incur in the future, and for all injuries suffered or which occurred as a result of or in connection with, and based upon the facts or circumstances giving rise to this cause against Releasees **McALLEN INDEPENDENT SCHOOL DISTRICT, JAMES PONCE, ED.D., Individually and as Superintendent of McAllen Independent School District, JULIA ANICETO and PASQUAL MENDOZA**, their present and former corporate parents, subsidiaries and affiliates; their predecessors and successors in interest or otherwise; their present and former directors, officers, employees, agents and representatives; and the respective administrators, executors, successors and assigns of any of the foregoing, and any other person, firm or corporation bound or required to pay judgments for them or on their behalf whether or not specifically named herein, arising out of or resulting from the alleged injuries and/or damages sustained by **CLAUDIA MARTINEZ, Individually and as Next Friend of**

ALEJANDRO MARTINEZ, a Minor, in the incident made the basis of this suit which are all more particularly described in the pleadings on file in the above entitled and numbered cause. From such sum shall be paid, legal fees, and expenses incurred in connection with the aforementioned incident.

- B. The sum of **\$ 8,308.25** to be paid into the registry of the Court to be held by the Federal District Clerk for the Southern District of Texas in an interest bearing account for the benefit of **ALEJANDRO MARTINEZ** until **ALEJANDRO MARTINEZ** reaches 21 years of age or until further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Compromise and Settlement Agreement of the parties agreed to and approved by the Court herein be and it is in all things a full and final settlement and compromise of all causes of action, claims and demands of **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, whether such claims be known or unknown, and that **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, will never receive any additional monies or consideration of any sort or nature whatsoever from the Defendant in connection with, arising out of, or based upon the facts or circumstances giving rise to this cause and that the Compromise and Settlement Agreement and the Order of this Court shall be a complete and final bar to further prosecution of this suit by **CLAUDIA MARTINEZ, Individually and as Next Friend of ALEJANDRO MARTINEZ, a Minor**, or any other suit against the Defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Compromise Agreement entered into by the parties is in the best interest of the Minor Plaintiff and this judgment approving same in no way constitutes an admission or adjudication of liability or fault on the part of or in connection with the Defendant.

It further appears to the Court that all sums and costs herein shall be adjudged against the parties incurring the same.

SIGNED FOR ENTRY this 29th day of December, 2011 at
McAllen, Texas.

Ricardo R. Solorzano
JUDGE PRESIDING

